



# SOURCE CODE ADDENDUM TO ENERGYPLUS™ DISTRIBUTION LICENSE AGREEMENT



This Source Code Addendum (the "Addendum") to the EnergyPlus™ Distribution License Agreement (the "Agreement") is entered into by The Regents of the University of California, Department of Energy contract-operators of the Ernest Orlando Lawrence Berkeley National Laboratory, 1 Cyclotron Road, Berkeley, CA 94720 ("Berkeley Lab"), and the entity listed below ("Licensee") having its principal place of business at the address below:

Company/Institution ("Licensee"): \_\_\_\_\_

Name of responsible Licensee employee: \_\_\_\_\_

Title or position: \_\_\_\_\_

Department (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Postal Code / Country: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Web: http://\_\_\_\_\_

FOR BERKELEY LAB USE:	
Effective Date of Distribution License Agreement (i.e., date of countersignature by LBNL):	
Berkeley Lab Reference Number for Licensee's Distribution License Agreement:	
Version of EnergyPlus™ supplied to Licensee under Distribution License Agreement:	
Licensee is up-to-date on payments and reports required under Distribution License Agreement:	<input type="checkbox"/> Yes <input type="checkbox"/> No

*Licensee has entered into an EnergyPlus™ Distribution License Agreement (the "Agreement") under which Licensee has obtained certain rights to the EnergyPlus™ building energy simulation computer program, developed jointly by the University of Illinois at Urbana-Champaign ("UIUC") and Berkeley Lab under funding from the U.S. Department of Energy. Berkeley Lab has the authority to administer the licensing of EnergyPlus™ software for UIUC. Licensee now desires to obtain, and Berkeley Lab is willing to grant, the right to use internally the source code of the specified version of the Software (as defined below) to create derivative works of the Software, pursuant to the terms and conditions of this Addendum. In the event of conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall prevail.*

The parties now agree as follows:

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2.2 Ratification and Confirmation of Agreement. Except as specifically amended herein, the Agreement is hereby ratified and confirmed.

2.3 Entire Agreement. This Addendum, together with the Agreement, constitutes the full, complete, and entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings between the parties, whether written or oral, relating to the same subject matter. No modification or amendment of this Addendum shall be

effective unless in writing and executed by a duly authorized representative of each party.

2.4 Counterparts. This Addendum may be executed in two counterparts, each of which will be deemed an original, but both of which together constitute one and the same instrument.

IN WITNESS WHEREOF the parties have caused their duly authorized representatives to execute this Addendum on the date written below, to be effective as of the date of the last party's signature below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
THROUGH THE ERNEST ORLANDO LAWRENCE  
BERKELEY NATIONAL LABORATORY

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_